

200207300-1

10/652,010

REMARKS

This is a full and timely response to the non-final Official Action mailed March 6, 2008 (the "Office Action" or "Action"). Reconsideration of the application in light of the above amendments and the following remarks is respectfully requested.

Claim Status:

By the forgoing amendment, various claims have been amended. Claims 5 and 39 have been cancelled without prejudice or disclaimer. No other claims have been added or cancelled. Thus, claims 1-4, 6-38 and 40-46 are currently pending for further action.

Prior Art:

The sole issue raised in the Office Action was a rejection of Claims 1-46 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 7,305,556 to Slick ("Slick"). For at least the following reasons, this rejection should now be reconsidered and withdrawn.

Independent claim 1 now recites

A method of controlling use of a printer on a network, said method comprising:  
with a print server, generating a key for a specific client of said print server;  
embedding said key in a printer driver;  
providing said key to said specific client on said network by installing said printer driver on said specific client, wherein said key is used to submit a print job from said client to a printer on said network.

(Emphasis added.)

Support for the amendment to claim 1 can be found in Applicant's originally filed specification at, for example, paragraphs 0030-0031.

200207300-1

10/652,010

In contrast, Slick does not teach or suggest all the features of claim 1. Specifically, Slick does not teach or suggest a method in which a print server generates a key for a specific client of that print server, embeds that key in a printer driver and provides the key to the corresponding client by installing that printer driver on that client device.

“A claim is anticipated [under 35 U.S.C. § 102] only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegaal Bros. v. Union Oil Co. of California*, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987). See M.P.E.P. § 2131. Therefore, for at least the reasons explained here, the rejection based on Slick of claim 1 and its dependent claims should be reconsidered and withdrawn.

Independent claim 13 recites:

A method of controlling a user's ability to cause a client to send a print job to a printer, said method comprising providing said client with a key specifically configured for said user, wherein said client will refuse to submit a print job to said printer for a particular user unless said key associated with that user has been provided to said client.

Applicant wishes to point out that claim 13 recites that the “client will refuse to submit a print job ... for a particular user unless [a] key associated with that user has been provided to said client.” This subject matter is not taught or suggested by Slick.

In this regard, the Office Action cites to Slick at col. 12, lines 1-23. (Action, p. 4). However, this portion of Slick does not teach or suggest the claimed method in which a client is to be provided with a key “*specifically configured for [a particular] user*” and where the client will *refuse* to submit a print job for that particular user unless the key associated with that particular user has been provided to the client. The cited portion of Slick, which refers to

200207300-1

10/652,010

Fig. 8, describes a method of securing a printer public key by encryption. The printer public key is encrypted with a user-specific private key. (Slick, Fig. 8A, S805).

However, in the teachings of Slick, the user-specific key is always available. There is never any question of whether the user-specific key has been provided. Consequently, Slick does not teach the claimed method in which “said client will refuse to submit a print job to said printer for a particular user *unless said key associated with that user has been provided to said client.*” (Emphasis added). This subject matter is entirely outside the scope and content of Slick.

“A claim is anticipated [under 35 U.S.C. § 102] only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegaal Bros. v. Union Oil Co. of California*, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987). See M.P.E.P. § 2131. Therefore, for at least the reasons explained here, the rejection based on Slick of claim 13 and its dependent claims should be reconsidered and withdrawn.

Independent claim 19 recites:

A system for controlling a client's ability to send a print job to a printer on a network, said system comprising:  
at least one client;  
a print server for managing distribution of print jobs to one or more printers;  
and  
a network connecting said at least one client device, said print server and said one or more printers;  
*wherein said print server generates a key for a specific client of said print server, embeds said key in a printer driver; and installs said printer driver on said specific client, said printer server then requires said specific client to use said key provided to said client when said client is submitting a print job to said print server.*  
(Emphasis added).

200207300-1

10/652,010

Support for the amendment to claim 19 can be found in Applicant's originally filed specification at, for example, paragraphs 0030-0031.

As noted above in connection with claim 1, Slick does not teach or suggest a print server that generates a key for a specific client of that print server, embeds that key in a printer driver and provides the key to the corresponding client by installing that printer driver on that client device. "A claim is anticipated [under 35 U.S.C. § 102] only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987). See M.P.E.P. § 2131. Therefore, for at least the reasons explained here, the rejection based on Slick of claim 19 and its dependent claims should be reconsidered and withdrawn.

Independent claim 30 recites:

A system for controlling a user's ability to cause a client to print a print job to a printer on a network, said system comprising:

a client; and

a print server for managing at least one network printer, wherein said print server provides a key to said client for use in submitting a print job, said key being specific to a particular user of said client;

*wherein said client will refuse to submit a print job for a user unless said client has been previously provided with a key specific to that user.*

(Emphasis added).

However, as demonstrated above with respect to claim 13, in the teachings of Slick, the user-specific key is always available. There is never any question so whether the user-specific key has been provided. Consequently, Slick does not teach or suggest the claimed method in which "said client will refuse to submit a print job to said printer for a particular user *unless said key associated with that user has been provided to said client.*" (Emphasis added). This subject matter is entirely outside the scope and content of Slick.

200207300-1

10/652,010

"A claim is anticipated [under 35 U.S.C. § 102] only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987). See M.P.E.P. § 2131. Therefore, for at least the reasons explained here, the rejection based on Slick of claim 30 and its dependent claims should be reconsidered and withdrawn.

Independent claim 38 recites:

A system controlling use of a printer on a network, said system comprising:  
a client connected to said network for generating a print job for said printer;  
means for providing a key to said client, wherein said key is specific to a user  
of said client and is *used to encrypt a print job* from said client to said printer.  
*means on said client for encrypting said print job using said key to produce an  
encrypted print job for transmission to said printer.*

(Emphasis added).

Support for the amendment to claim 38 can be found in Applicant's originally filed specification at, for example, paragraph 0050.

In contrast, as demonstrated above, Slick only teaches the use of user-specific keys for securing other keys. Slick does not teach or suggest a system as recited in claim 38 with means for providing a key to a client *that is specific to a user of that client* and is used to encrypt print jobs from that client to a printer.

In this regard, the Action cites, Slick at col. 10. (Action, p. 8). However, that portion of Slick teaches that the client uses a "random key generator" to generate a "symmetric key, which is a cryptographic key that can be used to encrypt and to decrypt a data object." This randomly generated symmetric key is then used to encrypt the print data that is sent to the printer. However, nowhere does Slick teach or suggest that this randomly generated symmetric key is specific to a particular user of the client. The "printer public key 75" is used

200207300-1

10/652,010

to encrypt the symmetric key, as the “printer 20 will need a secure copy of symmetric key 83 to decrypt encrypted print data 87 for printing” (Slick, col. 10, lines 16-37). Thus, the randomly generated symmetric key is used to encrypt the print data that is sent to the printer. Clearly, the symmetric key used to encrypt the print data as taught by Slick is not a key specific to a particular user as recited in claim 38.

“A claim is anticipated [under 35 U.S.C. § 102] only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegaal Bros. v. Union Oil Co. of California*, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987). See M.P.E.P. § 2131. Therefore, for at least the reasons explained here, the rejection based on Slick of claim 38 and its dependent claims should be reconsidered and withdrawn.

Additionally, various dependent claims of the application recite subject matter that is further patentable over the cited prior art. Specific, non-exclusive examples follow.

Dependent claims 6 and 15 disclose “storing a related key on a storage device of said print server.” In response, the Action cites to Slick, column 8 lines 9-17, which teach that a “storage area 62 includes printer public key.” When examined in context, it becomes readily apparent that “storage area 62” is “a general storage area of fixed disk 13,” (column 8, lines 9-17) which is described as one of the internal contents of “computer 10” (Slick, column 6, lines 22-24). Computer 10 is analogous to the client disclosed in claim 14, and not the print server. Thus, nowhere does Slick teach or suggest that the related key is stored “on a storage device of said print server” (claims 6, 15).

200207300-1

10/652,010

Conclusion:

In view of the foregoing arguments, all claims are believed to be in condition for allowance over the prior art of record. Therefore, this response is believed to be a complete response to the Office Action. However, Applicant reserves the right to set forth further arguments in future papers supporting the patentability of any of the claims, including the separate patentability of the dependent claims not explicitly addressed herein. In addition, because the arguments made above may not be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed.

The absence of a reply to a specific rejection, issue or comment in the Office Action does not signify agreement with or concession of that rejection, issue or comment. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment. Further, for any instances in which the Examiner took Official Notice in the Office Action, Applicants expressly do not acquiesce to the taking of Official Notice, and respectfully request that the Examiner provide an affidavit to support the Official Notice taken in the next Office Action, as required by 37 CFR 1.104(d)(2) and MPEP § 2144.03.

200207300-1

RECEIVED  
CENTRAL FAX CENTER

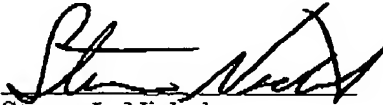
10/652,010

JUN 06 2008

If the Examiner has any comments or suggestions which could place this application in better form, the Examiner is requested to telephone the undersigned attorney at the number listed below.

Respectfully submitted,

DATE: June 6, 2008



Steven L. Nichols  
Registration No. 40,326

Steven L. Nichols, Esq.  
Managing Partner, Utah Office  
**Rader Fishman & Grauer PLLC**  
River Park Corporate Center One  
10653 S. River Front Parkway, Suite 150  
South Jordan, Utah 84095

(801) 572-8066  
(801) 572-7666 (fax)

## CERTIFICATE OF TRANSMISSION

I hereby certify that this correspondence is being transmitted to the Patent and Trademark Office facsimile number 571-273-8300 on June 6, 2008. Number of Pages: 22

  
Rebecca R. Schow